

**AGREEMENT FOR AUTOMATIC AID ASSISTANCE BETWEEN
TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 9 AND THE CITY
OF AUSTIN**

RECITALS

Travis County Emergency Services District No. 9 (TCESD #9) and the City of Austin ("City") currently provide fire protection and other types of emergency response services to local residents in their respective jurisdictions or service areas.

TCESD #9 and the City have previously cooperated in the provision of emergency and fire protection services through mutual aid or first responder contracts.

TCESD #9 and the City desire to augment resources and capabilities within the geographic boundaries of their respective service areas by responding to and dispatching emergency calls on an automatic assistance basis so that the nearest available unit responds to the incidents specified in this agreement, regardless of the jurisdiction involved.

It is the intent of this "Agreement for Automatic Aid Assistance between Travis County Emergency Services District No.9 and the City of Austin" ("Agreement") that the capabilities and coordination of each party's abilities to protect lives and property be efficiently enhanced.

TERMS

1. The parties to this Agreement are the City, acting by and through its Austin Fire Department (AFD) and TCESD #9. The initial term of this Agreement shall be for one year, effective March 8, 2012 unless terminated earlier pursuant to Section 18, and may be renewed for up to four (4) additional one-year terms.
2. The parties agree to automatically dispatch the nearest available unit(s) to the scene of an emergency within the automatic aid agreement service area. The service areas are shown on the maps attached as Exhibits A and B, which are attached to and incorporated into this Agreement. The "nearest available unit" shall mean that unit of either party that meets the requirements for that type of emergency and is capable of responding quickest to a call. A party shall respond only to the extent that a unit is readily available.
3. TCESD #9 and AFD shall respond to all call types within the automatic aid agreement service areas shown on Exhibits A and B.

4. The parties agree to follow the National Incident Management System (NIMS) as promulgated by the U.S. Department of Homeland Security to provide for the efficient management of emergencies and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures for those emergencies requiring the use of units from the parties.
5. The parties agree to cooperatively acquire equipment designed to maximize the compatibility of the equipment held by both parties. Each party shall be solely responsible for its equipment or property, including any losses or damages, in the performance of this Agreement.
6. All fire fighters assigned to meet minimum staffing levels shall have current certifications from the Texas Commission on Fire Protection. TCESD #9 agrees that the minimum staffing on engines/aerials will be three TCFP certified fire fighters and minimum staffing on squad/rescue units will be two TCFP certified fire fighters. TCESD #9 agrees that volunteer fire fighters shall be trained and certified according to State Firemen's and Fire Marshal's Association of Texas standards before providing services under the Agreement. TCESD #9 agrees that SFFMA certified volunteer fire fighters will not be counted towards meeting minimum staffing levels, but may supplement the minimum staffing levels.
7. Each party shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. A party shall not be liable for benefits or any other compensation for injuries to or death of the other party's employees or volunteers while performing services under this Agreement. An employee or volunteer shall be deemed to be performing services when en route to, en route from or at the scene of a call or emergency.
8. Specifically citing Texas Government Code Section 791.006 (a-1), the parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The parties agree that the assignment of liability described in this Section is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Government Code.
9. It is expressly understood and agreed that this Agreement does not waive any immunity or defense that would otherwise be available to a party against third-party claims arising from activities performed under this Agreement.
10. The parties agree to cooperate in the development of procedures and protocols, including but not limited to dispatch, communications coordination, training, health and

safety, fire prevention, public education, fire investigations and other activities that will enhance the ability of both parties to fulfill their missions.

11. When responding to a call for automatic aid outside of its regular service area, the assisting party shall keep a record of "time of dispatch" and "response time" for each incident/run and other necessary information or reports required by the receiving party for its record-keeping purposes.

At the time of the execution of this Agreement, TCESD #9 contracts with the City for all dispatching services, which are provided using the City's Computer Aided Dispatch software, and the City maintains TCESD #9's records regarding 'time of dispatch' under that contract. City agrees to provide such copies of such records to TCESD #9 upon request by TCESD #9.

12. The parties agree to comply with all applicable state, local and federal laws and regulations in providing services under this Agreement. The parties agree to cooperate in executing such further or subsidiary agreements as may be required.

13. Calls outside the service area for automatic aid shall be considered requests for mutual aid and responses may be undertaken at the sole discretion of the assisting party. Assistance provided as mutual aid shall also be governed by the terms of this Agreement.

14. No term or provision of this Agreement is intended to, or shall be deemed to, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action under this Agreement.

15. Neither party shall have any right to any payment or reimbursement from the other party under this Agreement. The parties agree to cooperate with each other in seeking reimbursement from state or federal authorities to the extent such opportunities present themselves.

16. This Agreement supersedes any previous automatic aid agreement between the parties. Any previous statement or understanding not included in this Agreement shall be of no force or effect until executed as an amendment to this Agreement.

17. The parties agree to cooperate in an annual evaluation of this Agreement in order to ensure that terms of the Agreement are providing an efficient enhancement of both parties ability to protect lives and property.

18. This Agreement may be terminated by either party, with or without cause, upon not less than 120 days written notice. Notice shall be provided by certified mail, return receipt requested, at the following addresses:

CITY

Chief, Austin Fire Department
City of Austin
4201 Ed Bluestein Blvd
Austin, Texas 78721

Copy to: City Attorney
City Hall
301 West 2nd Street, 4th Floor
Austin, Texas 78701

TCESD #9

President
Travis County Emergency Service District No. 9
PO Box 162170
Austin, TX 78716

Fire Chief
Westlake Fire Department / Travis County Emergency Service District No. 9
PO Box 162170
Austin, TX 78716

19. No term or provision in this Agreement is intended to create a partnership or joint venture.

20. The parties agree to schedule joint training exercises between the stations likely to provide services under this Agreement as soon as possible, to periodically meet to review procedures and operations, and to recommend amendments to this Agreement.

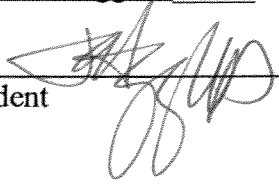
21. If for any reason any provision of this Agreement is held invalid by a court of competent jurisdiction, such holding shall not affect, impair or invalidate the remaining provisions of this Agreement but shall be confined in its operations to the specific sections, sentences, clauses or parts of this Agreement and shall not affect or prejudice in any way the validity of this Agreement in any other instance.

Executed: March 8, 2012

**TRAVIS COUNTY EMERGENCY
SERVICES DISTRICT NO. 9**

CITY OF AUSTIN

By: Dr. John Hogg

Name: 
Its: President

By: Michael McDonald

Name: 
Its: Assistant City Manager